

ADMINISTRATIVE MATERIALS “N”

MODEL SHARED WELL AGREEMENT

AFTER RECORDING RETURN TO:

_____ **SUBDIVISION**
DECLARATION FOR OPERATION, MAINTENANCE AND COST DISTRIBUTION
FOR A SHARED WELL

THIS DECLARATION made and entered into this _____ day of _____, 20__, by the owner of the real property described below

WHEREAS, a well, pump, and appurtenant structures are located on Lot__, _____ Subdivision; and

WHEREAS, the parties desire that the water for domestic purposes for both lots shall be furnished by the well and water system herein described; and

WHEREAS, the parties desire a written agreement concerning said well and distribution system, and,

WHEREAS, it is understood by all parties that “Lot__” is the sole owner of said water well:

NOW THEREFORE, pursuant to and in consideration of the mutual covenants herein contained, the parties agree as follows:

1. The parties hereby agree that the water produced from the well shall be shared equally between the parties.

2. The expense of maintenance, repair and replacement of the water well, pump, motor, storage and housing facilities and other accessories thereto or any costs as levied by the State, Federal or County bodies shall be borne by both Lot __ and Lot __, _____ Subdivision, Lake County, Montana.

3. The parties shall be individually responsible for and shall individually pay the cost and expense of constructing, installing, maintaining, replacing and repairing the underground water pipelines which shall run from said water well to their respective dwellings or other terminal point. The water pipelines shall have cutoff valves at or near the water well.

4. The parties shall use the water solely as a source of domestic water for household

consumption and lawn and garden irrigation on the respective lots, and the parties shall not use the water from said well on or in relation to any other property or purpose other than those described above for their respective lots.

5. The owner of "Lot ____" acknowledges that the electrical service for the water well pump is metered at the residence on "Lot ____" and as such agrees to pay a monthly fee of \$_____ per month to defray their proportionate share of the service cost to operate said water well pump. Said fee shall be paid on or before the 5th day of each month. The parties agree to review the electrical service costs from time to time and adjust the monthly fee accordingly.

6. In the event that the owner of "Lot ____" sells, gifts, or otherwise conveys interest or title to Lot ____, _____ Subdivision, the subsequent owners shall be bound to the terms of this agreement. In the event that the owner of "Lot ____" sells, gifts, or otherwise conveys interest or title to Lot ____, _____ Subdivision, the subsequent owners shall be bound to the terms of this agreement.

7. The parties here described shall have the right to do whatever is necessary and required for the enjoyment of their respective interest in and to said water system, including the right of ingress and egress to and from and over and upon the other's lot.

8. Easements and rights herein granted are to be and shall be so construed as to be appurtenant to the respective property of the parties and shall become a covenant running with the title to each of said lots of real property herein described.

9. That from time to time as required, the parties hereto upon their mutual consent and agreement, may make such repairs, additions, changes, or alterations to said water well and its appurtenant equipment as shall be then found necessary, but not unilaterally by any of the parties hereto, save and except for and as related to their individual water delivery systems attached to said water well.

10. The rights granted in this agreement shall not be severable from the lots of real property described herein, nor separately conveyed therefrom without common consent of all the parties hereto, nor the waters produced from the well sold or divided, save and except as herein provided.

11. If the quantity of water used by the respective parties shall differ or vary materially from that as would be measured by equal share amounts, each party reserves the right to meter the water usage and adjust and apportion the cost of producing, use, operation, and maintenance of said water well in direct ratio to the amount of use by each of the parties

12. The obligations of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, personal representatives, and assigns.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement the day and year first above written.

Owner of Lot _____

Owner of Lot _____

STATE OF MONTANA

:SS

County of Lake

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State aforesaid, personally appeared, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate last above written.

Notary Public for the State of Montana
Residing at _____, Montana
My Commission expires _____.

STATE OF MONTANA

:SS

County of Lake

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State aforesaid, personally appeared, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate last above written.

Notary Public for the State of Montana
Residing at _____, Montana
My Commission expires _____.